



CHAPTER ccxi.

An Act for making a Railway from Birmingham to Stratford-upon-Avon and for other purposes. A.D. 1894.

[25th August 1894.]

WHEREAS the construction of the railways herein-after described in the counties of Warwick and Worcester would be of public and local advantage:

And whereas the several persons in this Act named with others are willing to carry the undertaking into execution on being incorporated into a company for the purpose:

And whereas it is expedient that the company so to be incorporated (herein-after referred to as "the Company") and any company and persons working or using their railway be authorised to run over and use the railways and portion of railway herein-after mentioned:

And whereas it is expedient that the Company and the Manchester Sheffield and Lincolnshire Railway Company (herein-after called "the Sheffield Company") be empowered to enter into and carry into effect agreements as herein-after provided:

And whereas it is expedient that the Company should be authorised subject to the provisions of this Act to pay interest upon the amount paid up from time to time in respect of shares in their capital as by this Act provided:

And whereas plans and sections showing the lines and levels of the railways authorised by this Act and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the respective clerks of the peace for the counties of Warwick and Worcester and are herein-after respectively referred to as the deposited plans sections and books of reference:

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

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May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

Short title.

1. This Act may be cited as the Birmingham North Warwickshire and Stratford-upon-Avon Railway Act 1894.

Incorporation of Acts.

2. The Companies Clauses Consolidation Act 1845 and Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 the Lands Clauses Acts the Railways Clauses Consolidation Act 1845 Part I. (relating to construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction. The expression "the Company" means the Company incorporated by this Act the expressions "the railway" and "the undertaking" mean respectively the railways and the undertaking by this Act authorised and for the purposes of this Act the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Company incorporated.

4. Oscar William Bowen John Meredith Arthur Alfred Hambidge Frederick Warwick and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a company for the purpose of making and maintaining the railways and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of the Birmingham North Warwickshire and Stratford-upon-Avon Railway Company and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

Power to make railways.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the

deposited plans and sections the railways herein-after described with all proper bridges viaducts stations sidings approaches junctions roads buildings yards works and conveniences connected therewith and incidental thereto respectively and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose The railways herein-before referred to and authorised by this Act are—

A railway (No. 1) 24 miles 1 furlong 6·40 chains in length commencing in the city and parish of Birmingham in the county of Warwick in the Public Offices Birmingham on the east side of Moor Street and terminating in the borough of Stratford-upon-Avon in the parish of Old Stratford in the said county of Warwick in the field or enclosure numbered 683 on the 1-2500th Ordnance map of that parish :

A railway (No. 2) 2 furlongs 6·70 chains in length commencing in the parish of Wootton Wawen in the county of Warwick by a junction with the intended Railway No. 1 in a field or enclosure numbered 198 on the 1-2500th Ordnance map of that parish and terminating in the parish of Aston Cantlow in the said county of Warwick by a junction with the Alcester and Bearley branch of the Great Western Railway :

A railway (No. 3) 3 furlongs 8·50 chains in length wholly in the borough of Stratford-upon-Avon in the parish of Old Stratford in the county of Warwick commencing by a junction with the intended Railway No. 1 in the field or enclosure numbered 918 on the 1-2500th Ordnance map of that parish and terminating by a junction with the Evesham Redditch and Stratford-upon-Avon Junction Railway.

6. The powers of this Act with respect to the purchase and acquisition of lands otherwise than by agreement for the purposes of Railway No. 1 hereby authorised and with respect to the making and maintaining of that railway shall unless with the previous consent of the Midland Railway Company (herein-after called "the Midland Company") in writing under their common seal be exercised only subject to and in accordance with the following provisions :—

For protection of the
Midland
Railway
Company.

(1.) The Company shall not without the previous consent of the Midland Company in writing under their common seal take use enter upon or interfere with any lands railways sidings or other works from time to time belonging to that Company except only so far as shall be necessary for the purpose of

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making and maintaining the said Railway No. 1 as the same is according to this Act to be constructed :

- (2.) With respect to any land of the Midland Company which the Company is by this Act authorised to use enter upon or interfere with the Company shall not purchase or take the same but the Company may purchase and take and the Midland Company may and shall sell and grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same :
- (3.) The Company shall carry the said Railway No. 1 under the Midland Company's railway and the works and lands connected therewith by means of a tunnel or covered way to extend for the full width of the property of the Midland Company at the proposed point of crossing and such works shall be executed in such manner within the limits of deviation shown on the deposited plans and according to such plans drawings specifications and mode of construction as shall be previously reasonably approved of by the principal engineer for the time being of the Midland Company or in case of difference as shall be determined by arbitration as herein-after provided and so as to keep open at all times the lines of railway and other works in connection therewith of the Midland Company :
- (4.) The Company shall take all possible precautions in the execution of their works to prevent any interference with the free and uninterrupted and safe use in the ordinary manner and at the ordinary rate of speed of the railway or other works belonging to the Midland Company :
- (5.) The Company shall bear and on demand pay to the Midland Company the expense of the employment by that Company during the execution of any work affecting the railway or other works of that Company of a sufficient number of inspectors watchmen and signalmen to be appointed by that Company for watching and signalling the same with reference to and during the execution of any such work of the Company and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employ of the Company or of their contractors with reference thereto or otherwise :
- (6.) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any person in the employ of the Company or of their

contractors or otherwise any railway or other works of the Midland Company shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the Midland Company may make good the same and recover the expense thereof with full costs against the Company in any court of competent jurisdiction and if any interruption shall be occasioned to the traffic of or upon any such railway or other works of the Midland Company by reason of any of the matters or causes aforesaid the Company shall pay to the Midland Company all costs and expenses to which that Company may be put as well as full compensation to be recoverable with full costs by that Company from the Company in any court of competent jurisdiction :

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- (7.) The Company shall at all times maintain the works by which their railway is carried under the railway and works of the Midland Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of that Company and if and whenever the Company fail so to do the Midland Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as the Midland Company reasonably think requisite in that behalf and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company and in default of full repayment may be recovered with full costs by the Midland Company from the Company in any court of competent jurisdiction :
- (8.) If any difference shall arise between the Company and the Midland Company as to the true intent and meaning of this enactment or the mode of giving effect thereto the same shall be from time to time determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

7. For the protection of the Great Western Railway Company (in this section called "the Great Western Company") the following provisions shall unless otherwise agreed between the Company and the Great Western Company have effect (that is to say) :—

For the protection of the Great Western Railway Company.

- (1.) The Company shall not enter upon or interfere with the railway or canal of the Great Western Company or any of the lands or works of that Company or execute any works whatever under or affecting the same until the Company shall have delivered to the Great Western Company plans and drawings of such intended works and those plans and drawings shall have been approved in writing by the principal engineer for the time

Not to enter on lands of Great Western Company until plans of proposed works affecting

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that com-
pany
approved.

being of the Great Western Company or in the event of his failure for fourteen days after the delivery of the plans and drawings until the same shall have been approved by an engineer to be appointed on the application of the Company by the Board of Trade and all the intended works shall be executed by the Company at their sole expense in all things according to such approved plans and drawings and to the reasonable satisfaction of the said engineer for the time being of the Great Western Company or in case of difference by an engineer to be appointed by the Board of Trade :

As to
execution
of the rail-
ways on
lands of
Great
Western
Company.

(2.) In constructing the Railways Nos. 1 and 2 or either of them by this Act authorised through or over the land and property of the Great Western Company the Company shall not deviate from the centre line shown on the deposited plans where Railway No. 1 crosses the railway of the Great Western Company or the Stratford-upon-Avon canal of that Company without the previous consent in writing of that Company under their common seal (which consent shall not be unreasonably withheld) and the said Railway No. 1 where the same is intended to cross the railway of the Great Western Company shall be carried over that railway and works by means of a bridge of a span of not less than twenty-six feet six inches on the square and a headway of not less than fifteen feet and the said Railway No. 1 where the same is intended to cross the said canal shall be carried over that canal by means of a bridge of one span of not less than fifty feet on the square and a headway of not less than fifteen feet above the towing-path and such crossings of the railway and canal shall be effected in such a manner as not to injure the stability of the railway or of the canal or of any of the works of the Great Western Company in any way whatever and should it be necessary in constructing the said Railway No. 1 or in consequence of the construction thereof for the Great Western Company to alter or remove the telegraph posts and wires on or connected with their said railway canal or some of them at or near to the said crossings respectively the Company shall bear and on demand pay to the Great Western Company the reasonable expense of and connected with such alteration and removal and of restoring the same to their former or placing them in a different position or substituting other telegraph posts and wires therefor :

Company
to pay the
Great
Western

(3.) The Company shall bear and on demand pay to the Great Western Company the reasonable expense of the employment by them during the making of the railways by this Act

authorised over and adjacent to the Great Western Company's railway and canal respectively of a sufficient number of inspectors signalmen or watchmen to be appointed by them for watching their railway canal and works and the conduct of the traffic thereon with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of any person or persons in the employ of the Company with reference thereto or otherwise :

Company expenses of watchmen during construction of works.

(4.) Notwithstanding anything in this Act contained the Company shall from time to time be responsible for and make good to the Great Western Company all losses costs damages and expenses which may be occasioned to them or any of their works or property or to the traffic on their railway or canal or to any company or person using the same or otherwise during the execution or by reason of the failure of any of the intended works or of any act default or omission of the Company or of any person in their employ or of their contractors or otherwise and the Company shall effectually indemnify and hold harmless the Great Western Company from all claims and demands upon or against them by reason of such execution or failure and of any such act default or omission Provided that nothing herein contained shall render the Company liable to make compensation by reason of abstraction of traffic or competition :

Damages sustained by Great Western Company to be repaid.

(5.) The Company shall at their sole expense at all times maintain the bridges and other works by which the said Railway No. 1 first above described shall be carried over the railway and canal of the Great Western Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer for the time being of the Great Western Company and if and whenever the Company fail so to do after one month's notice from the Great Western Company to that effect or in case of urgency the Great Western Company may make and do in and upon as well the land of the Company as their own lands all such works and things as the Great Western Company shall reasonably think requisite in that behalf and the sum from time to time certified by their engineer to be the amount of the expenditure reasonably incurred in that behalf shall be repaid to them by the Company and in default of full repayment the amount due may be recovered with full costs by the Great Western Company from the Company in any court of competent jurisdiction :

Maintenance of works affecting the railways of the Great Western Company.

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Not to interfere with traffic on Great Western Railway.

No land of Great Western Company to be taken except for certain works.

(6.) In constructing the railways above described and by this Act authorised the Company shall not in any way obstruct or interfere with the traffic passing along the Great Western Railway or the said canal and if by reason of any works or proceedings of the Company there shall be any unnecessary obstruction or interference with the said Great Western Railway or the said canal so as to impede or prevent the convenient passage of engines and carriages or traffic along the same the Company shall pay to the Great Western Company the sum of twenty pounds per hour for every hour during which any such obstruction or interference shall continue to the said railway and the sum of fifty pounds for every day during which any such obstruction shall continue to the said canal :

(7.) Except for the purpose of the crossings of Railway No. 1 and for the junction of Railway No. 2 with the Great Western Railway and which junction or the substituted junction herein-after referred to is to be maintained and worked at the expense and risk of the Company the Company shall not take or acquire any land of the Great Western Company or any right in or over the same and save as aforesaid nothing in this Act contained shall extend to authorise or enable the Company to take or enter upon or use either temporarily or permanently any of the lands of the Great Western Company or to alter vary or interfere with the railway of that Company or with any of the works thereof further or otherwise than is necessary for the construction and maintenance of the railways by this Act authorised without the consent in writing in every instance for that purpose first had and obtained of the Great Western Company under their common seal and with respect to any lands of the Great Western Company which the Company are by this Act from time to time authorised to purchase take use enter upon or interfere with for the purpose of such crossings or otherwise the Company shall purchase or take and the Great Western Company shall sell and grant accordingly an easement or right of using such lands in perpetuity for the purposes for which but for this enactment the Company might purchase and take the same and the provisions of this Act and of the Acts incorporated with this Act shall be construed and apply accordingly and the provisions of the Lands Clauses Acts with respect to lands shall extend and apply to such easement or right of using so far as such provisions are not inconsistent with this enactment The Great Western Company may at any time or times hereafter should it be necessary for them to do so alter

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or remove the junction by this Act authorised with their railway and substitute a new junction therefor but so as such alteration or removal or substituted junction as the case may be shall not stop the traffic of the Railway No. 2 by this Act authorised or unnecessarily interfere therewith or cause increased expense to the Company in the working or maintenance of the junction or the substituted junction as the case may be or the signals works and conveniences connected therewith: A.D. 1894.

(8.) The Company shall pay to the Great Western Company by way of purchase-money or compensation for the rights and easements to be acquired under the provisions of this Act such an amount as may be agreed upon or in the event of difference as may be determined by arbitration under the provisions of the Lands Clauses Acts relating to the purchase of lands otherwise than by agreement: Company to pay for easement.

(9.) If any dispute shall arise between the Great Western Company and the Company respecting the matters and provisions aforesaid or any of them such dispute shall be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers in London the costs of such arbitration to be in the discretion of such arbitrator. Arbitration.

8. In the execution of the works and exercise of the powers in the city of Birmingham by this Act authorised the following provisions for the protection and benefit of the mayor aldermen and citizens of the city of Birmingham (in this section called "the corporation") shall have effect (that is to say):— For the protection of the Corporation of Birmingham.

(1.) The provisions of the Railways Clauses Consolidation Act 1845 contained in the sections 18 to 23 shall subject to the provisions of this Act extend and apply to the water and gas mains pipes and apparatus of the corporation and whenever in those sections the words "company" or "society" are used the same shall for all the purposes of this Act be held to extend to and include the corporation and the word "street" in this section shall have the same meaning as that assigned to it by the Public Health Act 1875:

(2.) The Company shall not break up any street or interfere with any sewer drain or watercourse or any gas or water main pipe or apparatus of the corporation until they shall have given to the town clerk three clear days notice in writing of their intention to commence the intended works accompanied

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by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the streets sewers drains watercourses gas and water mains pipes and apparatus proposed to be interfered with :

- (3.) Where the surface of any street has been interfered with or disturbed by the Company in constructing the works or exercising the powers by this Act authorised the Company shall well and sufficiently and to the reasonable satisfaction of the corporation restore the surface of the street so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration :
- (4.) Whenever it may be necessary to intercept or interfere with any existing sewer or drain the Company shall before intercepting or interfering with such existing sewer or drain construct according to a plan to be reasonably approved of by the corporation another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be intercepted or interfered with and such substituted sewer or drain shall be connected by and at the expense of the Company with any existing sewer or drain which may be intercepted or interfered with and in such manner as shall be reasonably approved by the corporation :
- (5.) Whenever the water or gas mains pipes or apparatus of the corporation shall be severed or interfered with in the execution of any of the powers of this Act and whenever it is necessary for maintaining the supply of water or gas to lay additional mains or pipes such additional mains or pipes shall previous to the severance or interference be laid by the corporation at the expense of the Company :
- (6.) If by reason of the execution of any of the powers of this Act the corporation shall necessarily incur any additional cost in altering any existing sewer or drain or gas or water main pipe or apparatus the Company shall repay to the corporation such additional cost :
- (7.) If by reason of the execution of any of the powers of this Act any increased length of sewers or drains or gas or water mains or pipes or any additional apparatus shall become necessary the same shall be forthwith constructed and laid by the corporation at the expense of the Company :
- (8.) The provisions of this section with respect to gas or water mains and pipes shall apply to all gas or water mains and pipes belonging to the corporation in the districts within which they are authorised to supply gas or water respectively :

- (9.) The Company shall construct and maintain on each side and for the full length of every bridge or viaduct carrying any street over the railway and works a substantial parapet or close screen not less (except with the consent of the corporation) than seven feet in height above the level of the footway on such bridge or viaduct :
- (10.) The Company shall construct a close screen not less than seven feet in height (except with the consent of the corporation) for a sufficient distance along the boundary of the railway where the same abuts upon any street and shall close fence the land of the Company not required for railway purposes where the same shall abut upon any street :
- (11.) All parapets and screens of bridges made by the Company shall be constructed in such reasonably ornamental manner as the corporation shall approve of and shall not be used for the posting of bills or other advertising purposes on the sides of such parapets or screens facing any public road :
- (12.) In constructing the bridges over or under any existing roads or streets within the city the Company shall not increase the gradients of such roads or streets without the consent in writing of the corporation and the widths and gradients of any new roads or streets and the width headway and lines of abutment of all bridges over streets and of the bridges over the River Rea and the Spark Brook shall be such as shall be reasonably approved by the corporation :
- (13.) In constructing tunnels under any roads or streets within the city the Company shall not make any shaft in such roads or streets without the consent in writing of the corporation who are hereby empowered to give such consent upon and subject to such reasonable terms and conditions as they may consider necessary :
- (14.) The corporation and the Company may enter into and carry into effect agreements for any variation in the works to be done under this section or in the mode of executing the same :
- (15.) The Company shall pay any expenses or loss incurred by or occasioned to the corporation or their lessees by reason of the interference with or stoppage of the traffic on any of the tramways which may be occasioned by the execution of the Company's works Provided that nothing herein contained shall render the Company liable to make compensation by reason of abstraction of traffic or competition :
- (16.) The Company shall from time to time pay to the corporation all rates leviable by or payable to the corporation upon the

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respective assessments of any lands or property shown upon the deposited plans or a proportion of such rates respectively from the time such lands or property respectively shall be acquired by the Company until the Company's works are completed and assessed to such rates and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in force at the time of such acquisition notwithstanding that the buildings thereon or forming part thereof may have been taken down. Provided always that the Company shall not be charged with or be liable to the payment of any such rates upon any building or property which or part of which is required for the making of a new street or the widening or improving of an existing street as provided by this Act:

(17.) Any difference which may arise between the corporation and the Company as to the true intent and meaning of any of the provisions of this section or as to the mode of giving effect thereto shall be determined in the manner prescribed in the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

For the protection of the rural sanitary authority of the Solihull Union.

9. The following provisions for the protection and benefit of the rural sanitary authority of the Solihull Union (in this section referred to as "the sanitary authority") shall with reference to the railway and works authorised to be constructed within the parish and contributory place of Yardley in the district of the sanitary authority have effect (that is to say):—

(1.) The Company shall not interfere with any sewer drain or works of the sanitary authority now existing or which may at any time or times hereafter be constructed until they shall have given to the clerk of the sanitary authority fourteen days' previous notice in writing of their intention to commence the intended works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the sewers drains and works proposed to be interfered with and until the sanitary authority shall have signified their approval of the same unless the sanitary authority do not signify their approval or disapproval within fourteen days after the service of such plan section and particulars as aforesaid. Provided that if any difference shall arise as to the said works it shall be referred to an engineer to be appointed by the Board of Trade on the application of either party and the Company shall

comply with and conform to all directions and regulations of such engineer in the execution of the said works And the Company shall (subject to such reference as aforesaid) provide by new altered or substituted works in such manner as the sanitary authority shall reasonably require for the proper protection of and for preventing injury or impediment to the sewers drains and works herein-before referred to by reason of the said intended works and shall make all temporary provisions for conveying and dealing with the sewage and water during the execution of the said intended works and shall save harmless the sanitary authority against all expense to be incurred thereby And all such works shall be done by or under the direction superintendence and to the reasonable satisfaction of the engineer of the sanitary authority at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses of the sanitary authority shall be paid by the Company on demand And if any dispute shall arise as to the amount of such costs charges and expenses the same shall be settled by a referee to be appointed by the Board of Trade and be a debt due from the Company to the sanitary authority and when any new altered or substituted works as aforesaid shall be completed by or at the costs charges and expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the sanitary authority as the existing sewers or works now are :

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(2.) If the construction of the railway and works of the Company shall render the formation of the drainage system and sewers of the sanitary authority now existing or which may at any time or times hereafter be constructed more costly than would otherwise have been the case the Company shall from time to time pay all such additional expense the amount thereof to be ascertained if necessary by an arbitrator to be appointed by the Board of Trade :

(3.) The Company shall make full compensation to the sanitary authority for any damage to or subsidence of any sewer drain or work under the jurisdiction or control in or under any street road or footway in over or under which any railway or works by this Act authorised may be executed by the Company which may be caused by the act or default of the Company or their contractors servants or agents and whether such damage or subsidence shall happen during the construction of such railway or works or at any time thereafter :

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(4.) In case it shall be necessary to construct the railway over any sewer or drain of the sanitary authority provision shall be made to the reasonable satisfaction of the sanitary authority for protecting such sewer or drain from injury and for affording as easy access thereto for the purpose of examination alteration renewal or repair as would have existed but for the construction of the railway.

For the protection of the Yardley District Highway Board.

10. For the protection of the board for repair of the highways in the parish of Yardley (herein-after in this section referred to as "the highway authority") the following provisions shall unless otherwise agreed between the Company and the highway authority apply and have effect:—

(A.) The Company shall carry Railway No. 1 over the roads known as Green Lane and Sarehole Lane within the district of the highway authority by girder bridges of one span having the widths between the abutments of not less than forty-five feet. The parapets of such bridges shall be not less than seven feet in height from the level of the rails and shall be prolonged for a distance of ten feet along the railway at either end of the bridges. Provided that with the consent in writing of the highway authority the width of the span of any bridge and the height of the parapet thereof may be reduced to such dimensions as may be deemed sufficient for the requirements of the district in which such bridge is situate:

(B.) Where the Company disturb the surface of or in any way alter the level of any existing road they shall make good the surface of such road and execute to the reasonable satisfaction of the surveyor to the highway authority such works as may be necessary in consequence of such altered level and shall repair and keep in order to the reasonable satisfaction of the highway authority the road which has been so altered and the approaches thereto:

(C.) Any difference which may arise between the Company and the highway authority with reference to the true meaning of this section or as to the mode of giving effect thereto shall be settled by an arbitrator to be agreed upon by the Company the highway authority and the Worcestershire county council or failing agreement in the appointment of such arbitrator by an arbitrator to be appointed on the application of either of the parties by the Board of Trade and the costs of any such arbitration shall be in the discretion of the arbitrator.

For the protection of the Birmingham

11. For the protection of the Birmingham Central Tramways Company Limited (in this section referred to as "the tramways

company") the following provisions (in addition to all other provisions of this Act and of any Act incorporated therewith applicable to the tramways company) shall apply and have effect with respect to the construction and maintenance of the railway :

ham Central
Tramways
Company
Limited.

(A.) The Company shall prevent as far as practicable any inconvenience or loss arising to the tramways company either from the stoppage of traffic or any other cause by the construction maintenance and working of the railway and shall immediately reinstate and maintain for a period of six months to the reasonable satisfaction of the tramways company's engineer for the time being any portions of the permanent way paving or foundations of the tramways belonging to or leased to or by the tramways company which may be disturbed by the Company :

(B.) The Company shall pay to the tramways company any expenses damages or loss incurred or sustained by them by reason of the interference with or stoppage of the traffic on any of the tramways owned by or leased to or by them or from any other cause which may be occasioned by the execution of the works of the Company or by the subsequent maintenance and working of the railway Provided that nothing herein contained shall render the Company liable to make compensation by reason of abstraction of traffic or competition.

12. The following provisions shall have effect for the protection of the county council of Worcestershire as to main roads vested in or maintainable by them :

For the pro-
tection of
the county
council of
Worcester-
shire.

(1.) The Company shall construct the bridge to carry the Birmingham and Warwick Road over the Railway No. 1 of such dimensions that the parapets of the same shall be at least sixty feet apart measured transversely across the road :

(2.) The Company shall construct a girder bridge with a clear span of sixty feet and of a height of seventeen feet to carry the Railway No. 1 over the Birmingham and Stratford Road :

(3.) The Company shall during the construction of the said bridges provide to the satisfaction of the said county council or their road surveyor for the safe and convenient passage of the vehicular and foot traffic of the said roads and shall complete the said bridges and restore the said roads within a period of three calendar months from the date of the commencement of each of such bridges to the reasonable satisfaction of the county road surveyor of the county of Worcester and the Company shall pay and forfeit to the said county council the sum of ten pounds for every day after the expiration of the said period

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during which either of the said bridges shall be uncompleted or during which either of the said roads shall be unrestored :

- (4.) In case any drain belonging to the said county council as the road authority shall be disturbed or damaged by the construction of either of the said bridges the Company shall reconstruct or repair the same to the reasonable satisfaction of the said county council :
- (5.) The Company shall construct and maintain on each side of the Birmingham and Warwick Road for the full length of the bridge to carry such road over the Railway No. 1 a substantial parapet wall not less (except with the consent of the said county council) than eight feet in height above the levels of the footways on such bridge and shall construct and maintain a close screen not less than eight feet in height (except with the consent of the said county council) along the entire length of each side of the bridge to carry the Railway No. 1 over the Birmingham and Stratford Road and for an average distance of forty yards beyond each end of the same :
- (6.) The before-mentioned parapets and screens shall be constructed in such reasonably ornamental manner as the said county council shall approve and shall not be used for the posting of bills or other advertising purposes on the sides of such parapets or screens facing the main roads.

For the protection of
Alfred
Frederick
Bird.

13. For the protection of Alfred Frederick Bird his heirs and assigns or other the owner for the time being of the manufactory and premises known as the Devonshire Works Floodgate Street in the city of Birmingham and coloured pink upon the plan herein-after referred to (all of whom are in this section included in the term "the owner") the following provisions shall apply and have effect namely :—

- (1.) The Company shall construct carry and maintain their railways and works over the said Devonshire Works within the limits of deviation shown on the plan signed by the Right Honourable the Lord Northington the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred and deposited in the Office of the Clerk of the Parliaments by an iron girder bridge as herein-after mentioned and in no other manner Such bridge shall not be more than thirty feet in width and shall be carried over the said premises by two tiers only of circular iron columns three columns in each tier such columns to be in the positions indicated on the said plan and no other supports of the said bridge shall be on the said premises The said bridge shall be at such a height

above the ground as to leave a clear space or headway of at least twenty feet between the underside of the said bridge and the level of the ground floor of those portions of the Devonshire Works aforesaid which are immediately beneath the said bridge :

- (2.) In case the Company shall give to the owner the notice mentioned in sub-section (4) of this section he shall grant the Company the easement of constructing carrying and maintaining their railway above the said premises in manner aforesaid but reserving to himself his heirs and assigns in fee the whole of the soil under the said bridge and between the said columns and all the spaces beneath the said bridge with full right to build in or use the said spaces in such manner as he may think fit The Company shall be at liberty at all reasonable times to enter on the said premises for the purpose of examining and repairing the said bridge and columns and the foundations thereof making good and compensating the owner for any loss or damage which the Company may cause to him or to his said premises business or property in the course of such examination or repairs The Company shall at all times hereafter compensate the owner for any damage which may happen or be caused to him or his premises business or property resulting or arising from the traffic on the said bridge over the said premises or from any accidents on the said railway or from any substances or things falling from the said bridge or from any breakages of the said bridge or its supports but so that the Company shall not be responsible under this sub-section for any damage which may be caused to the said premises by vibration :
- (3.) The Company shall pay to the owner as compensation and in consideration for the aforesaid rights and easement the sum of fifteen thousand nine hundred pounds and shall also as additional consideration use their best endeavours to acquire in fee simple in possession (giving notice to treat if necessary) the piece of land coloured green on the said plan and if they shall so acquire the same shall at their own expense concurrently with the completion of the purchase of the said rights and easement or so soon thereafter as the same shall be acquired convey the same to the owner in fee simple in possession :
- (4.) The Company shall give the owner eight months' previous notice in writing of their intention to commence their works on the said premises before entering on any part thereof and concurrently with such notice they shall pay to him in cash one-third part of the said sum of fifteen thousand nine hundred

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pounds and they shall pay to him the balance thereof in cash and complete the purchase of the said rights and easement before entering on any part of the said premises. If such notice shall not be given within three years from the passing of this Act the owner may by notice in writing put an end to the provisions of this section :

(5.) In case the Company shall give notice of their intention to commence their said works under the last preceding sub-section they shall complete their said purchase of the said rights and easement and pay the balance of the said purchase-money on the expiration of eight months from the giving of such notice and in default the Company shall pay to the owner interest at five per centum per annum on the balance of the purchase-money from the date fixed for completion until the said balance shall be paid. The Company shall on completion of the purchase pay the costs of the owner's solicitors of and incidental to the carrying of this section into effect and also the fees of his two surveyors according to Ryde's scale on the basis of the said compensation money :

(6.) The Company shall before beginning their works of construction on or over the said premises partition off that portion of the said premises which they require to enter on for the purposes of such works but such portion shall not at any point exceed a total width of forty feet (being five feet on each side of the line of the bridge) and with the exception of the portion so partitioned off the Company shall not be entitled to enter on or interfere with any other part or parts of the said premises and the Company shall also before commencing their said works construct and during the continuance of their works maintain in positions to be indicated by the owner two covered passages each eight feet wide with ten feet clear headway so as to afford convenient means of communication for the owner and his workpeople between the temporarily divided portions of the said premises during the execution of the said works by the Company such passages to be for the exclusive use of the owner. Except as aforesaid the Company shall so arrange as not to cause any stoppage of or hindrance or inconvenience to the manufacturing business of the owner as now carried on in the said premises. The Company shall also during the continuance of the said works erect and maintain proper and sufficient shields for protecting the owner and his workpeople and his premises goods plants and processes. The said partitions passages and shields shall be erected to the reasonable satis-

faction of the owner or his surveyor and shall be maintained by the Company to the like satisfaction until the permanent constructions are completed : A.D. 1894.

(7.) The Company in the execution of their said works shall in all things use the greatest care and within six months after entering on the said premises they shall complete the construction of the said bridge and its supports and remove all their plant from off the said premises and at their own cost to the satisfaction of the owner's surveyor restore re-erect or make good all such buildings as may be destroyed damaged or interfered with in the course of their said works and in so doing will make such alterations in the original plan of the said buildings as the said surveyor may consider reasonably necessary in consequence of the said buildings being intersected by the said bridge and supports and after the expiration of the said period of six months the Company shall not further enter on the said premises except in so far as may from time to time be necessary for repairing the said bridge as herein-before provided For every day after the expiration of the said period of six months on which there shall be any breach or non-observance by the Company of all or any of the provisions of this sub-section the Company shall pay to the owner the sum of fifty pounds as and for liquidated damages :

(8.) In case any dispute shall arise between the Company and the owner as to the true meaning of any of the provisions of this section or as to any matter or thing to be done thereunder or arising thereout the same shall be referred to the sole decision of a barrister solicitor or surveyor to be appointed by the mayor for the time being of the city of Birmingham whose decision shall be final and the provisions of the Arbitration Act 1889 shall apply to proceedings under this sub-section.

14. For the protection of Alfred Horatio Stanbury of Springfield House in the parish of Yardley in the county of Worcester and his successors in title (herein-after in this section referred to and included in the expression "the owner") the following provisions shall (unless otherwise agreed between the Company and the owner) have effect :—

For the protection of
Alfred
Horatio
Stanbury.

(A.) The Company shall soil and properly plant to the reasonable satisfaction of the owner the western side of the embankment of Railway No. 1 for a distance of forty-eight chains measured in a northerly direction from the public road numbered ninety-three on the deposited plans in the said parish of Yardley with Austrian pines or some other suitable evergreen trees not less

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than three feet in height and not more than twelve feet apart and shall also soil and plant a line of elm trees not less than ten feet in height and not more than twenty-one feet apart along the whole of the bottom of the embankment for the said distance in a space of six feet in width to be left for the purpose between the embankment and the adjoining land and shall maintain and from time to time as occasion may require replace such trees and evergreens:

(B.) The Company shall construct and open contemporaneously with the opening for passenger traffic of Railway No. 1 and thereafter keep open a station at or within a distance of two hundred yards from the bridge carrying the Stratford Road over the River Cole in the said parish of Yardley generally known as "Greet Mill Bridge" near the property numbered eighty on the deposited plans in the said parish or with the consent in writing of the owner at some other convenient place for the use of passengers on the said railway.

Confirming
agreement
between
Company
and Messrs.

15. The agreement made between Oscar William Bowen John Meredith Arthur Alfred Hambidge and Frederick Warwick (hereinafter called "the promoters") on behalf of the Company of the one part and John Johnson Hossell and Henry Hossell of the other part a copy of which is set forth in the Third Schedule to this Act is hereby sanctioned and confirmed and the obligations thereby undertaken by the promoters are hereby made binding on the Company.

Capital.

16. The capital of the Company shall be six hundred and fifty thousand pounds in sixty-five thousand shares of ten pounds each.

Shares not
to be
issued until
one-fifth
paid.

17. The Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person or corporation accepting the same unless and until a sum not being less than one-fifth of the amount of such share is paid in respect thereof.

Calls.

18. One-fifth of the amount of a share shall be the greatest amount of a call and two months at least shall be the interval between successive calls and three-fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt in
case of
persons not
sui juris.

19. If any money is payable to a shareholder or mortgagee or debenture stock holder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

20. Subject to the provisions of this Act the Company with the authority of three-fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose may from time to time divide any share in their capital into half shares of which one shall be called preferred half share and the other shall be called deferred half share but the Company shall not divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole amount payable thereon) and the residue to the credit of the preferred half share.

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Power to
divide
shares.

21. The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half shares in manner following (that is to say) First in payment of dividend after such rate not exceeding six pounds per centum per annum as shall be determined once for all at a general meeting of the Company specially convened for the purpose on the amount for the time being paid up on the preferred half share and the remainder (if any) in payment of dividend on the deferred half share and the Company shall not pay any greater amount of dividend on the two half shares than would have from time to time been paid on the entire share if the same had not been divided.

Dividend
on half
shares.

22. Each preferred half share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid in priority to the deferred half share bearing the same number but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half share for that year no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the Company.

Dividend
on preferred
shares to be
paid out of
profits of
the year
only.

23. Forthwith after the creation of any half shares the same shall be registered by the directors and each half share shall bear the same number as the number of the entire share certificate in respect of which it was issued and the directors shall issue certificates of the half shares accordingly and shall cause an entry to be made in the register of the entire shares of the conversion thereof but the directors shall not be bound to issue a certificate of any half share until the certificate of the existing entire share be delivered to them to be cancelled unless it be shown to their satisfaction that such certificate is destroyed or lost and on any certificate being so delivered up the directors shall cancel it.

Half shares
to be regis-
tered and
certificates
issued.

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Terms of
issue to be
stated on
certificate.

Forfeiture
of preferred
shares.

24. The terms and conditions on which any preferred half share or deferred half share created under this Act is issued shall be stated on the certificate of each such half share.

25. The provisions of the Companies Clauses Consolidation Act 1845 with respect to the forfeiture of shares for non-payment of calls shall apply to all preferred half shares created under the authority of this Act and every such preferred half share shall for that purpose be considered an entire share distinct from the corresponding deferred half share and until any forfeited preferred half share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof and of the arrears of calls for the time being due thereon with interest.

Preferred
shares not to
be cancelled
or surrendered.

26. No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Half shares
to be half
shares in
capital.

27. The several half shares under this Act shall be half shares in the capital of the Company and every two half shares (whether preferred or deferred or one of each) held by the same person shall confer such right of voting at meetings of the Company and (subject to the provisions herein-before contained) shall confer and have all such other rights qualifications privileges liabilities and incidents as attach and are incident to an entire share.

Power to
borrow.

28. The Company may from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole two hundred and sixteen thousand six hundred pounds but no part thereof shall be borrowed until the whole capital of six hundred and fifty thousand pounds is issued and accepted and one half thereof is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that the whole of such capital has been issued and accepted and that one half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such capital was issued bonâ fide and is held by the persons or corporations to whom the same was issued or their executors administrators successors or assigns and that such persons or corporations their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant

a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof. A.D. 1894.

29. The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole. For appointment of a receiver.

30. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock. Debenture stock.

31. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only to the purposes of this Act to which capital is properly applicable. Application of moneys.

32. The first ordinary meeting of the Company shall be held within six months after the passing of this Act. First ordinary meeting.

33. The number of directors shall be seven but the Company may from time to time reduce and again increase the number provided that the number be not less than three or more than seven. Number of directors.

34. The qualification of a director shall be the possession in his own right of not less than twenty shares. Qualification of directors.

35. The quorum of a meeting of directors shall be three. Quorum.

36. Oscar William Bowen John Meredith Arthur Alfred Hambridge Frederick Warwick and three persons to be nominated by them or the majority of them and consenting to such nomination shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid or any of them or may elect a new body of directors or directors to supply the place of those not First directors.
Election of directors.

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continued in office the directors appointed by this Act or nominated as aforesaid being if they continue qualified eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained for varying the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Lands for
extra-
ordinary
purposes.

37. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed ten acres but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused by them upon any land so taken.

Period for
compulsory
purchase of
lands.

38. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Owners may
be required
to grant ease-
ments only
for tunnel.

39. With respect to the properties shown on the deposited plans which are described or referred to in the First Schedule to this Act where the railway is constructed in tunnel in such a manner as to leave thirty-five feet or more between the crown of the arch and the surface of the ground the Company shall not be required to take any part of the surface but they may purchase take and use and the owners of and other persons interested shall sell and grant an easement or right of using the subsoil or under surface thereof for the purposes for which but for this enactment they might have been required to sell such land and the provisions of the Lands Clauses Acts with respect to lands shall extend and apply to such subsoil easement or right of user Provided that no such subsoil easement or right of user shall be deemed part of a house or other building or manufactory within the meaning of section 92 of the Lands Clauses Consolidation Act 1845 but nothing in this section contained nor any dealing with lands in pursuance of this section shall relieve the Company from liability to compensation under the sixty-eighth section of the Lands Clauses Consolidation Act 1845 and every case of compensation under this section shall in case of dispute be ascertained according to the provisions of the Lands Clauses Acts.

40. And whereas in the construction of the railways and works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of the houses or other buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the houses or other buildings or manufactories described in the Second Schedule to this Act and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without material detriment thereto be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise.

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Owners may be required to sell parts only of certain lands and buildings.

41. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which others than parties to the agreement have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Power to take easements &c. by agreement.

42. If in the execution and maintenance of any works authorised by this Act it shall be necessary in order to avoid injury to the houses and buildings within one hundred feet of the railway to underpin or otherwise strengthen the same the Company at their own costs and charges may and if required by the owners and lessees of any such house or building shall subject as herein-after provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say):—

Company empowered or may be required to underpin or otherwise strengthen houses near railway.

- (1.) At least ten days notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners and lessees of the house or building so intended or so required to be underpinned or otherwise strengthened :

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- (2.) Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners and lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company :
- (3.) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter notice in writing that he or they as the case may be disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to an engineer to be agreed upon or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade :
- (4.) Such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building :
- (5.) The cost of the reference shall be in the discretion of the referee :
- (6.) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment :
- (7.) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof :
- (8.) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensate under the sixty-

eighth section of the Lands Clauses Consolidation Act 1845 or under any other Act: A.D. 1894.

(9.) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts:

(10.) Nothing in this section shall repeal or affect the application of the ninety-second section of the Lands Clauses Consolidation Act 1845.

43.—(1.) The Company shall not under the powers of this Act purchase or acquire in any city borough or urban sanitary district or in any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company—

Restrictions on displacing persons of labouring class.

(A.) Shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(B.) Shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme.

(2.) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Local Government Board have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3.) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced:

Provided that the Local Government Board may dispense with the last-mentioned requirement subject to such conditions (if any) as they may see fit.

(4.) Any provisions of any scheme under this section or any conditions subject to which the Local Government Board may have

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A.D. 1894. approved of any scheme or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of mandamus to be obtained by the Local Government Board out of the High Court.

(5.) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom Provided that the court may if it think fit reduce such penalty.

(6.) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

(7.) The Company may on any lands belonging to them or purchased or acquired under this section or any Provisional Order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking :

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the date of such scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall contain proper covenants to secure during such period of twenty-five years the exclusive use of the buildings on such lands for the purpose of such dwellings and shall be endorsed with notice of this enactment. :

Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as they may see fit.

(8.) So much of section 157 of the Public Health Act 1875 as provides that the provisions of that section and of sections 155 and 156 of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by the Company for the purpose of any scheme under this section.

(9.) The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in relation to any scheme under this section and for giving effect to any of the provisions of this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries by that Board under the Public Health Act 1875.

(10.) The Company shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

(11.) Any houses on any of the lands shown on the deposited plans occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired by or on behalf of the Company and for which houses no substitutes have been or are directed to be provided by any scheme approved by the Local Government Board under the powers of any previous Act relating to the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition. Provided that if the Local Government Board are unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the Local Government Board they might have been sufficient to accommodate.

(12.) For the purposes of this section the expression "labouring class" includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than

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A.D. 1894. domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

Deposit money not to be repaid except so far as railway is opened.

44. Whereas pursuant to the Standing Orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of thirty-two thousand one hundred and eighty pounds being five per centum upon the amount of the estimate in respect of the railway has been deposited with the Paymaster-General for and on behalf of the Supreme Court in respect of the application to Parliament for this Act which sum is referred to in this Act as "the deposit fund" Be it enacted that notwithstanding anything contained in the said Act the said deposit fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them which persons survivors or survivor are or is in this Act referred to as "the depositors" unless the Company shall previously to the expiration of the period limited by this Act for the completion of the railway open the same for the public conveyance of passengers and if the Company shall make default in so opening the railway the deposit fund shall be applicable and shall be applied as provided by the next following section Provided that if within such period as aforesaid the Company open any portion of the railway for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railways the High Court shall on the application of the depositors order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the first-mentioned Act to the contrary notwithstanding.

Application of deposit.

45. If the Company do not previously to the expiration of the period limited for the completion of the railway complete the same and open it for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been paid or transferred to the depositors shall be applicable and after due notice in the "London Gazette" shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway

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or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit and if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the undertaking has been abandoned be paid or transferred to such receiver or be applied in the discretion of the court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the depositors. Provided that until the deposit fund has been repaid to the depositors or has become otherwise applicable as hereinbefore mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

46. If the railway is not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the railway or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Period for completion of works.

47. The classification of merchandise traffic including perishable merchandise exceeding fifty-six pounds in weight by passenger train and the schedule of maximum rates and charges applicable thereto and the regulations and provisions contained in the schedule to the Railway Rates and Charges No. 11 (London Tilbury and Southend Railway &c.) Order Confirmation Act 1892 shall be applicable and apply to the Company as if the same were one of the railway companies named in the Order confirmed by the said Act.

Rates for merchandise.

48. The Company may demand and take for the use of the railway by any other company or person with engines and carriages such reasonable tolls as they think fit.

Tolls for use of railway.

49. With respect to small parcels not exceeding five hundred pounds in weight conveyed by passenger trains other than small parcels of perishable merchandise exceeding fifty-six pounds in weight the Company may demand and take any charges not exceeding the following (that is to say) :—

Charges for small parcels.

[Ch. ccxi.] *Birmingham, North Warwickshire, and [57 & 58 Vict.]
Stratford-upon-Avon Railway Act, 1894.*

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For the carriage of small parcels—

For any parcel not exceeding seven pounds in weight three-pence;

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight fivepence;

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight sevenpence;

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight ninepence;

And for any parcel exceeding fifty-six pounds but not exceeding five hundred pounds in weight the Company may demand any sum which they think fit:

Provided always that articles sent in large aggregate quantities although made up in separate parcels such as bags of sugar coffee meal and the like shall not be deemed small parcels but that term shall apply only to single parcels in separate packages.

Maximum
rates for
passengers.

50. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railway including every expense incidental to such conveyance shall not exceed the following (that is to say):—

For every passenger conveyed in a first-class carriage the sum of threepence per mile;

For every passenger conveyed in a second-class carriage the sum of twopence per mile;

For every passenger conveyed in a third-class carriage the sum of one penny per mile;

For every passenger conveyed on the railway for a less distance than three miles the Company may charge as for three miles and every fraction of a mile beyond three miles or any greater number of miles shall be deemed a mile.

Passengers'
luggage.

51. Every passenger travelling upon the railway may take with him his ordinary luggage not exceeding one hundred and twenty pounds in weight for first-class passengers one hundred pounds in weight for second-class passengers and sixty pounds in weight for third-class passengers without any charge being made for the carriage thereof.

Foregoing
charges not
to apply to
special
trains.

52. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway in respect of which the Company may make such charges as they think fit but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods upon the railway.

53. The Company and any company or persons working or using the railway of the Company or any part thereof by agreement or otherwise may run over and use with their engines carriages and waggons and officers and servants for the purposes of traffic of every description the railways portions of railways and station works and conveniences next herein-after mentioned (that is to say) :—

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 —
 Power to use
 portions
 of other
 railways.

(A.) So much of the Alcester and Bearley branch of the Great Western Railway Company as lies between the junction therewith of the intended Railway No. 2 and the Bearley Station including that station :

(B.) So much of the Evesham Redditch and Stratford-upon-Avon Junction Railway as lies between the junction therewith of the intended Railway No. 1 and the junction therewith of the East and West Junction Railway at Stratford-upon-Avon :

(C.) The railways of the East and West Junction Railway Company :

Together with the use of all stations sidings and booking and other offices warehouses sheds staiths drops machinery platforms points signals roads warehouses sheds water water engines engine-sheds standing-room for engines and carriages and appliances works and conveniences of or connected with such railways and portions of railways.

54. The terms and conditions and regulations to be observed and fulfilled and the tolls rates charges rent or other consideration to be paid by the Company or any such other company or persons as aforesaid for and in respect of the use of the said railways portions of railways stations sidings works and conveniences other than the East and West Junction Railway shall be such as are from time to time agreed upon between the owners thereof respectively and the Company and as regards the East and West Junction Railway and the stations sidings works and conveniences connected therewith shall be such as are from time to time agreed upon between the joint committee having the control working and management of the East and West Junction and Stratford-upon-Avon Towcester and Midland Junction Railways (herein-after referred to as the East and West Junction and Stratford joint committee) and the Company or failing agreement in either case as may from time to time be determined by an arbitrator to be appointed by the Railway and Canal Commissioners or any three of the Commissioners on the application of any of the companies or parties interested and the cost of the arbitration shall be in the discretion of the arbitrator and his decisions shall be final and binding on all parties.

Terms of
 such user.

[Ch. ccxi.] *Birmingham, North Warwickshire, and* [57 & 58 VICT.]
Stratford-upon-Avon Railway Act, 1894.

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Provision as
to station at
Stratford-
upon-Avon.

55. The Company shall not without the consent of the East and West Junction and Stratford joint committee construct that portion of Railway No. 1 which lies between the junction therewith of Railway No. 3 and the termination of Railway No. 1 and shall not at any time previous to or during the first ten years from the opening of the railway for public traffic erect or construct or permit to be erected or constructed for any purposes whatever any station on their railway at or within four miles of the station of the East and West Junction Railway at Stratford-upon-Avon but during the said period and so long thereafter as they are not possessed of an independent station there the Company may run into and use the said station of the East and West Junction Railway Company at Stratford-upon-Avon with the offices works and conveniences connected therewith upon such reasonable terms and conditions as may be agreed on between the Company and the East and West Junction and Stratford joint committee or failing such agreement as may be settled by an arbitrator to be nominated by the Railway and Canal Commissioners or any three of the Commissioners on the application of the Company or the said joint committee and the decisions of such arbitrator shall be binding on all parties and the costs of the arbitration shall be in his discretion.

Rates on
railways and
portions of
railways run
over.

56. The Company and such other companies as aforesaid may from time to time demand and take for all passengers animals minerals and goods conveyed by them on the said railways and portions of railways and for the use of the stations and works respectively and for carriages waggons and trucks and for locomotive engine and other power and for all services performed by them and for all other matters in respect to traffic thereon a like amount of fares rates or other charges as by the several Acts relating to the said railways portion of railway stations and works respectively are authorised to be demanded and taken for like traffic services and matters respectively and in like manner and with and subject to like powers and provisions and where applicable like limitation of maximum charges in all respects.

Byelaws to
be observed.

57. In running over and using the said railways and portions of railways and in using the stations sidings and conveniences in accordance with the provisions herein-before contained the regulations and byelaws for the time being in force on the undertaking so used shall be at all times observed so far as such byelaws shall be applicable.

Power to use
railways of
Company
by East

58. The East and West Junction and Stratford joint committee having the control working and management of the East and West Junction Railway and the Stratford-upon-Avon Towcester and

[57 & 58 Vict.] *Birmingham, North Warwickshire, and* [Ch. ccxi.]
Stratford-upon-Avon Railway Act, 1894.

Midland Junction Railway and any company or persons working or using those railways or any part thereof by agreement or otherwise may run over and use with their engines carriages and waggons and officers and servants for the purposes of traffic of every description the railways of the Company by this Act authorised or any part or parts thereof together with the use of all stations sidings and booking and other offices warehouses sheds staiths drops machinery platforms points signals roads warehouses sheds water water engines engine sheds standing room for engines and carriages shipping places and appliances works and conveniences of or connected therewith.

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and West
Junction
and Strat-
ford joint
committee.

59. The terms and conditions and regulations to be observed and fulfilled and the tolls rates charges rent or other consideration to be paid by the said joint committee or any such other company or persons as aforesaid for and in respect of the use of the railways stations sidings works and conveniences shall be such as are from time to time agreed upon between the Company and the said joint committee or failing agreement as may from time to time be determined by an arbitrator to be appointed by the Railway and Canal Commissioners or any three of the Commissioners on the application of the Company or the said committee and the cost of the arbitration shall be in his discretion and the decisions of the arbitrator shall be final and binding on all parties.

Terms of
such user.

60. The said joint committee and such other companies and persons as aforesaid may from time to time demand and take for all passengers animals minerals and goods conveyed by them on the railway and for the use of the stations and works respectively and for carriages waggons and trucks and for locomotive engine and other power and for all services performed by them and for all other matters in respect to traffic thereon a like amount of fares rates or other charges as are by this Act authorised to be demanded and taken by the Company for like traffic services and matters respectively and in like manner and with and subject to like powers and provisions and where applicable like limitation of maximum charges in all respects.

Rates on
railway run
over.

61. In running over and using the said railway and in using the stations sidings and conveniences in accordance with the provisions herein-before contained the regulations and byelaws for the time being in force on the railway or part thereof so used shall be at all times observed so far as such byelaws shall be applicable.

Byelaws
to be
observed.

62. The Company on the one hand and the Sheffield Company on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Railway and Canal Traffic Acts 1873 and 1888 from time to time enter into

Power to
enter into
working
and traffic
agreements.

[Ch. ccxi.] *Birmingham, North Warwickshire, and [57 & 58 VICT.]
Stratford-upon-Avon Railway Act, 1894.*

A.D. 1894. and carry into effect agreements for or with respect to the following purposes or any of them (that is to say):—

The working use management and maintenance of the railways of the Company or any part thereof;

The supply and maintenance during the continuance and for the purposes of any agreement for the working or use of the railways of the Company or any part thereof by the Sheffield Company of rolling or working stock and plant and of officers and servants for the conveyance and conduct of traffic on the railway;

The management regulation interchange reception collection transmission and delivery of traffic upon or coming from or destined for the railways of the contracting companies and parties;

The providing of terminal and other accommodation offices buildings signals and conveniences for the traffic of the Company;

The fixing collection payment division and appropriation of the tolls fares rates charges and other income and profits arising from traffic to from and over the railways of the contracting companies and parties or any part or parts thereof and the payments allowances rebates or drawbacks to be paid made or allowed by either of the contracting companies or parties to the other of them.

Saving for
Postmaster-
General.

63. Nothing in any agreement made under the authority of this Act shall affect the rights of Her Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the making of any such agreement be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Company is worked by the Manchester Sheffield and Lincolnshire Railway Company as freely and fully in all respects as he was entitled to do before the making of any such agreement.

Rates on
traffic con-
veyed partly
on the
railway
and partly

64. During the exercise of the running powers authorised by this Act or the continuance of any agreement to be entered into under the provisions of this Act for the working or use of the railways or any part thereof by any other company or parties the railways of the Company and of such other company or parties shall

for the purpose of short distance rates and charges be considered as one railway and in estimating the amount of rates fares and charges in respect of passengers conveyed by passenger train partly on the railway of the Company and partly on any other railway for a less distance than three miles rates and charges may only be charged as for three miles and for every mile or fraction of a mile beyond three miles rates and charges as for one mile only and in estimating the amount of rates and charges in respect of merchandise traffic including perishable merchandise by passenger train exceeding fifty-six pounds in weight conveyed partly on the railway of the Company and partly on the railways of such other company or parties the Company shall be deemed to be a company connected with the East and West Junction Railway Company and specified in the Appendix to the Schedule to the Railway Rates and Charges No. 11 (London Tilbury and Southend Railway &c.) Order confirmed by the Railway Rates and Charges No. 11 (London Tilbury and Southend Railway &c.) Order Confirmation Act 1892.

A.D. 1894.
on any
other
railway.

65. Notwithstanding anything in this Act or in any Act or Acts incorporated herewith contained it shall be lawful for the Company out of any money by this Act authorised to be raised to pay interest at such rate not exceeding three pounds per centum per annum as the directors may determine to any shareholder on the amount from time to time paid up on the shares held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the works by this Act authorised or such less period as the directors may determine but subject always to the conditions herein-after stated (that is to say):—

Power to
pay interest
out of
capital
during con-
struction.

- (A.) No such interest shall begin to accrue until the Company shall have obtained a certificate from the Board of Trade that two-thirds at least of the share capital authorised by this Act in respect of which such interest may be paid has been actually issued and accepted and is held by shareholders who or whose executors administrators or assigns are legally liable for the same:
- (B.) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear:
- (C.) The aggregate amount to be so paid for interest shall not exceed ninety thousand pounds and the amount so paid shall not be deemed share capital in respect of which the borrowing powers of the Company may be exercised but such borrowing powers shall be reduced to the extent of one-third of the amount paid for interest as aforesaid:

[Ch. ccxi.] *Birmingham, North Warwickshire, and [57 & 58 VICT.]
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(D.) Notice that the Company has power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the Company inviting subscriptions for shares and in every certificate of shares:

(E.) The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section.

Save as herein-before set forth no interest or dividend shall be paid out of any share or loan capital which the Company are by this Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

Deposits
for future
Bills not to
be paid out
of capital.

66. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any Standing Order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Provision
as to general
Railway
Acts.

67. Nothing in this Act contained shall exempt the Company or the railway from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised by this Act.

Costs of
Act.

68. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

The SCHEDULES referred to in the foregoing Act.

A.D. 1894.

FIRST SCHEDULE.

LANDS HOUSES BUILDINGS OR MANUFACTORIES under which easements
 only are required to be taken.

Parish.	Number on Deposited Plans.
Aston juxta Birmingham - -	152 to 209 inclusive.

SECOND SCHEDULE.

LANDS HOUSES BUILDINGS OR MANUFACTORIES of which portions
 only may be required.

Parish or Township.	Number on Deposited Plans.
Parish of Birmingham - -	Nos. 70 79 83 123 126 and 136
Parish of Aston juxta Birmingham -	Nos. 2 114 120 123 129 131 301 302 and 302A

[Ch. ccxi.] *Birmingham, North Warwickshire, and [57 & 58 VICT.]
Stratford-upon-Avon Railway Act, 1894.*

A.D. 1894.

THIRD SCHEDULE.

AGREEMENT made the twenty-eighth day of April one thousand eight hundred and ninety-four between Oscar William Bowen of Ladbrook Park Tanworth in the county of Warwick Gentleman John Meredith Arthur of Heathfield Shirley in the said county of Warwick Merchant Alfred Hambidge of Bearwood Road Smethwick Gentleman and Frederick Warwick of "The Dingle" Shirley aforesaid Manufacturer some of the provisional committee of the intended Railway Company herein-after mentioned (who are herein-after called "the promoters") of "the first part" "the Company" herein-after mentioned as intended to be incorporated under the name of "The Birmingham North Warwickshire and Stratford-upon-Avon Railway Company" (herein-after called "the Company") of the second part and John Johnson Hossell and Henry Hossell both of Coventry Street in the city of Birmingham Fellmongers of the third part.

WHEREAS the promoters and others are promoting a Bill now pending in Parliament intituled "A Bill for making a Railway from Birmingham to Stratford-upon-Avon and for other purposes" whereby it is proposed to incorporate the Company and to authorise them to make and maintain a railway from Birmingham to Stratford-upon-Avon the line of which railway would pass through the manufactory of the said John Johnson Hossell and Henry Hossell as shown on the plan hereto annexed and thereon coloured pink and yellow And whereas the said John Johnson Hossell and Henry Hossell have petitioned against the said Bill and have been opposing the same and in order to obviate all further opposition by them they have agreed with the promoters to withdraw their opposition on certain terms as herein-after contained with the intention that the Company shall become party to and execute these presents forthwith after their incorporation :

Now therefore these presents witness that for the considerations herein appearing it is hereby mutually agreed by way of provisional agreement and subject to clause 11 herein-after contained by and between the promoters on behalf of themselves and all others the promoters of the pending Bill and with the intent to bind the Company on the one hand and the said John Johnson Hossell and Henry Hossell for themselves and their assigns on the other hand and also by way of separate agreement between the Company on the one hand and the said John Johnson Hossell and Henry Hossell on the other hand as follows :—

1. In case the said Bill shall pass and become law and the powers therein contained shall be put in force the Company shall cross over the premises of the said John Johnson Hossell and Henry Hossell by a girder bridge having pillars or supports erected only on such parts of the said premises as are shown on the said plan.

[57 & 58 VICT.] *Birmingham, North Warwickshire, and [Ch. ccxi.]
Stratford-upon-Avon Railway Act, 1894.*

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2. The sum of money to be paid to the said John Johnson Hossell and Henry Hossell by the Company as compensation shall be seven thousand eight hundred and fifteen pounds (including all costs) and in addition thereto and as part of the said consideration the Company at their own expense shall acquire and grant and convey to the said John Johnson Hossell and Henry Hossell the and premises which are delineated on the plan hereto annexed and thereon coloured pink and yellow with the appurtenances thereof and the inheritance thereof in fee simple subject to the existing lease to the said John Johnson Hossell and Henry Hossell now vested in them.

3. The Company shall give the said John Johnson Hossell and Henry Hossell six months' notice of their intention to commence alterations on the said premises and they shall pay one-third of the said sum of seven thousand eight hundred and fifteen pounds on their giving such notice. If such notice shall not be given within three years of the passing of the Act this agreement shall at the option of the said John Johnson Hossell and Henry Hossell become void.

4. The purchase shall be completed within three years of the passing of the Act and formation of the Company and in default the Company shall pay interest at the rate of five pounds per centum on the balance of the purchase money from the time fixed for completion until the same is paid or the Bill abandoned.

5. The Company shall prior to their beginning their works of construction partition off the part of the said premises as may be required and construct an enclosed gangway for communication between the divided portions of the premises and shields to protect the workmen and processes carried on by the said John Johnson Hossell and Henry Hossell and shall duly maintain such temporary constructions and works until the permanent constructions are completed.

6. The Company shall exercise every reasonable care during the construction of the line and shall re-erect or make good all such buildings as may be destroyed or damaged during construction except those which the said John Johnson Hossell and Henry Hossell do not intend to use or which are to be or have been erected in another situation in substitution therefor.

7. The said John Johnson Hossell and Henry Hossell at any time before or after the passing of the said Act may be at liberty to take a building lease of the parts coloured pink and yellow on the said plan at the lowest ground rent possible to be obtained and may surrender their present lease in part consideration of such lease provided that this liberty shall in no way affect or alter the amount of compensation to be given them as mentioned in clause 2 of this agreement.

8. The promoters shall use their best endeavours to procure the insertion and enactment in the pending Bill of any clauses or alterations which the said John Johnson Hossell and Henry Hossell may reasonably require for the purpose of giving effect to this agreement.

9. If the pending Bill be passed into law in the present session the promoters will procure the Company to execute under their common seal either these presents and the duplicate thereof as the party hereto of the second part or some other deed or instrument to be prepared by the Company adopting this

[Ch. ccxi.] *Birmingham, North Warwickshire, and [57 & 58 VICT.]
Stratford-upon-Avon Railway Act, 1894.*

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agreement and on the same being so executed by the Company all the future liability of the promoters under this agreement shall cease.

10. On the faith of this agreement being on the part of the promoters and the Company respectively in all respects specifically performed and observed the said John Johnson Hossell and Henry Hossell will not in any manner either by themselves or their agents oppose or otherwise impede the passage of the said Bill through Parliament.

11. This agreement is provisional and only comes into operation in case the above-mentioned Bill is obtained and becomes law and the powers therein given are put into force but in case from any reason whatever the said powers shall never be exercised this agreement shall be absolutely void and not binding on any of the parties hereto.

As witness the hands of the parties.

Witness to the signatures of the said	} OSCAR W. BOWEN. JOHN MEREDITH ARTHUR. ALFRED HAMBIDGE. FREDK. WARWICK.
Oscar William Bowen John Mer-	
dith Arthur Alfred Hambidge and	
Frederick Warwick	

G. A. BETTINSON
Solicitor
Birmingham.

Witness to the signing hereof { JOHN JOHNSON HOSSELL.
HENRY HOSSELL.

WILLIAM JOHNSON
Solicitor
Birmingham.

Printed by EYRE and SPOTTISWOODE,
FOR

T. DIGBY PIGOTT, Esq., C.B., the Queen's Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller, from
EYRE AND SPOTTISWOODE, EAST HARDING STREET, FLEET STREET, E.C.; or
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